

Tripoli CSD

Tripoli EA

7/1/2005 6/30/2007



# **MASTER CONTRACT**

Between the

**EDUCATION ASSOCIATION**

And the

**TRIPOLI COMMUNITY SCHOOL  
DISTRICT**

For the

**SCHOOL YEARS**

**2005 – 2007**

**Tripoli, Iowa**

**TRIPOLI COMMUNITY SCHOOLS**  
**2005/2007**

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## ARTICLE I

### PREAMBLE

THE **AGREEMENT** made and entered into this First day of July, 2004 by and between the Tripoli Community School District, hereinafter referred to as the Board and the Tripoli Education Association, hereinafter referred to as the Association,  
**WITNESSETH:**

## ARTICLE II

### RECOGNITION

The Board of Directors of the Tripoli Community School District, Tripoli, Iowa, hereinafter referred to as the "Board" recognizes the Tripoli Education Association, hereinafter referred to as the "Association" as the sole and exclusive negotiating agent for all regularly employed certified personnel as set forth in the PERB certification Instrument (Case No. 286) issued by the PERB on the 3rd day of June, 1975. Case No. 286 issued by PERB includes all full-time and regular part-time professional employees including, but not limited to: classroom teachers, librarians, guidance counselors, nurses. The following personnel shall be excluded: Superintendent, Principals, Vice-Principals, and non-professionals, and all other employees prohibited by law.

## ARTICLE III

### GRIEVANCE PROCEDURES

A Grievance is a claim by an employee, or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. A grievance may be filed no more than fifteen (15) school days from the date of the occurrence. Every teacher and the Association may present a grievance in accordance with these procedures. The parties agree to follow the steps as herein below set out in the processing of a grievance; and if at any time the Board's representative fails to give his/her written response within the time limit therein set forth, the teacher or Association may appeal the grievance to the next step at the expiration of said time limit. Any grievance not carried to the next step within the prescribed time limit, or such extension which has been agreed to, shall be automatically closed upon the basis of the last disposition. In computing time limits, only school days shall be included, and for their purpose a school day shall end at 4:00 p.m. If a grievance is filed at the end of the school year that cannot be resolved in the stated time limits, all time limits shall be shortened so the procedure may be completed within 30 school days.

#### Step One

An employee or the Association with a grievance shall first discuss it with his/her principal with the aim of resolving the matter informally.

#### Step Two

If the grievance is not settled, it shall, within three (3) school days thereafter be set out in writing signed by the teacher or authorized Association representative and given to the principal, who shall within five (5) school days after receipt thereof give his/her written answer to the grievant and the Association.

#### Step Three

If the grievance is not settled in Step Two, the teacher or Association may appeal the Principal's decision by giving a written notice of such appeal within three (3) school days after receipt of the Principal's decision. Within five (5) school days after receipt the Superintendent shall meet with the teacher or Association to resolve the grievance. The Superintendent shall give a written answer within five (5) school days after the close of the discussion to the teacher and/or Association.

#### Step Four

If the grievance is not settled in the foregoing steps, then upon written notice given by the Association to the Superintendent within seven (7) school days (after the Superintendent's written answer at step three) the grievance shall be submitted to arbitration.

### ARBITRATION

If the grievance is not settled in the foregoing steps, then upon written notice by the Association to the Board or its designee's written answer in the last step, the grievance shall be submitted for arbitration as follows:

The parties shall file a joint request with the Public Employment Relations Board for a list of five (5) potential arbitrators. The parties to this agreement shall determine by lot which party shall have the first right to remove a name from the list. The party having the first shall exercise their right within two (2) school days after the list has been received. Commencing with the other party, the Association and the Board shall have one (1) additional day each to remove the second, third, and fourth remaining names. The person whose name remains shall be the arbitrator.

The arbitrator shall not have authority to add to, subtract from, modify, change, or alter any of the provisions of the Agreement. The award of the arbitrator shall be based, -exclusively on evidence presented at the arbitration hearing, and the arbitrator's award shall be final and binding on the parties if the decision is supported by the preponderance of competent evidence. The arbitrator shall be without power or authority to make any decision which requires commission of an act prohibited by law or which is in violation of the terms of this Agreement.

The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

### ARTICLE IV

#### ASSOCIATION RIGHTS

##### A. Use of Facilities:

The Association shall have the right to hold a reasonable number of meetings on school district property after regular school hours provided such meetings in no way interfere with any aspect of the instructional program. Any out-of-pocket expenses to the school district resulting from such meetings will be borne by the Association. The Association will schedule such meetings. Such meetings will be scheduled with the Superintendent or his/her designee at least two (2) school days in advance, except in case of emergency.

B. Communication:

The Association shall have the right to use faculty mailboxes for a reasonable volume of appropriate announcements relating to the conduct of the negotiating unit. All materials so disseminated through school channels must be approved by the Superintendent, or his/her designee.

C. Bulletin Board:

The Association shall be provided with bulletin board space in each school. Only authorized representatives of the Association will use bulletin boards for Association announcements and all materials posted will relate only to the Association's official business as negotiating agent of the teaching staff. All material placed on such bulletin boards must be approved by the Superintendent or his/her designee.

## ARTICLE V

### DUES DEDUCTION

A. Authorization:

1. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be as set forth in Appendix Schedule B.
2. Any employee who is a member of the Iowa State Education Association, may sign and deliver to the Board of Education an assignment, authorizing payroll deductions to ISEA Credit Union beginning in September. The Employee may authorize one change in the level of deduction during each school year.

B. Regular Deduction:

Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10th) of total dues from each regular salary check of the employee for ten (10) consecutive pay periods beginning in September.

C. Duration:

Such authorization shall continue in effect for the life of this Agreement unless revoked in writing by a thirty (30) day notice to the Board and to the Association.

D. Transmission of Dues:

The Board shall transmit to the Association the deduction for professional dues within ten (10) school days following each regular pay period.

## ARTICLE VI

### OTHER PAYROLL DEDUCTIONS

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, cancer, major medical and health, and disability insurance, or any other plans or programs jointly approved by the Association and the Board.

## ARTICLE VII

### COMPLIANCE CLAUSES AND DURATION

- A. Separability:  
Should any article, section, or clause of this Agreement be declared illegal by a court or competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law.
- B. Printing Agreement:  
Printing of this Agreement shall be a shared expense between the Board and the Association. Format will be mutually agreed upon within 30 days after the Agreement is signed. The agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the Board.
- C. Notices:  
Whenever any notice required to be given by either of the parties to this Agreement to the other, pursuant to the provision (s) of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other address as may be designated by a party in written notification to the other party.
1. If by Association, to Board of Education, Tripoli Community Schools, 209 8<sup>th</sup> Avenue SW, Tripoli, Iowa 50676-9662
  2. If by Board, to Tripoli Education Association, Tripoli Community Schools, 209 8<sup>th</sup> Avenue SW, Tripoli, Iowa 50676-9662
- D. Duration Period:  
Contract language is in effect until the end of the 2006-07 contract year. Salaries and insurance provisions will be open for negotiations during the 2005-06 contract year for the 2006-07 contract year.
- E. Part-time Employees:  
Any employee under contract to the school district 0.8 or more FTE will receive benefits commensurate with full-time employment. Those employees employed less than 0.8 will receive benefits commensurate with percentage FTE.
- F. Administration:  
All references to administration in this contract refer to the building principal and the Superintendent.

## ARTICLE VIII

### SICK LEAVE

- A. Sickness or injury:  
  
The Tripoli Community School employees are granted leaves of absence with full pay for personal illness or injury:



1.	The first year of employment	10 days
2.	The second year of employment	11 days
3.	The third year of employment	12 days
4.	The fourth year of employment	13 days
5.	The fifth year of employment	14 days
6.	The sixth year of employment	15 days
7.	All consecutive years of employment until the maximum of 120 days is reached.	15 days

The amount shall apply only to consecutive years of employment in the Tripoli Community School District, and the unused portions shall be cumulative to a maximum of 120 days. The Board shall in each instance require such reasonable evidence, as it may desire confirming the necessity for such leave of absence. Full pay will be granted for sick leave. Any employee absent more than their sick leave credit will be on leave of absence without pay status for those days that exceed his/her sick leave credit. Sick leave is defined as "absence for personal illness or injury" and shall not be construed to include absence necessitated by illness in the family. Sick leave days will be counted in one-fourth (1/4), one-half (1/2), three-fourth (3/4) and full-time days. Employees accumulated leave will be reduced by one-fourth (1/4), one-half (1/2), three-fourth (3/4), or one full-time day commensurate with how the substitute teacher is paid. (i.e. If the substitute is paid for one full-time day, one full-time day will be deducted from available leave.)

Examples:

2 periods or less ---	1/4 day
3 or 4 periods ---	1/2 day
5 or 6 periods ---	3/4 day
7 or 8 periods ---	full day

7 hour work day:

1.75 hours or less ---	1/4 day
1.76 to 3.5 hours ---	1/2 day
3.6 to 5.25 hours ---	3/4 day
5.26 to 7.0 hours ---	full day

B. Maternity Leave:

1. Notification:

An employee desiring maternity sick leave shall notify the administration by the end of the fifth month of pregnancy, that such a request will be forth coming, in order that a suitable replacement can be found. The employee will be expected to continue to work as long as physically able. The decision as to when to begin maternity sick leave shall be based upon the written statement from the employee's physician that further working might place the employee's health in jeopardy. The Board, at their prerogative and expense, may request a second opinion from a mutually-acceptable physician.

2. Return to Employment:

The employee shall return to her position upon submission of a statement from her attending physician certifying that she is physically and mentally fit to resume her

duties. This period of time shall not exceed six weeks, unless granted extended leave.

3. Extended Leave:

Upon written request the employee, and at the sole discretion of the Board, extended leave without pay may be granted for up to the remainder of the school year that the pregnancy is terminated in cases of unusual and/or mitigating circumstances. Further, upon written request from the employee, and at the sole discretion of the Board, one additional year of extended leave without pay may be granted; however, extended leave will not be granted more than twice to any employee. The employee must notify the Board in writing by March 1 of her intention of returning to duty the next school year. The employee will be returned to a position as nearly similar to the position formerly held as is available.

4. Accumulated Sick Leave:

Sick leave may be used by an employee only in the amount of accumulated sick leave and not to extend beyond such time that the employee's physician deems the employee physically and mentally fit to return to the assigned duties of employment.

5. Benefits:

All fringe benefits, including Health and Hospitalization Insurance, shall be continued during the leave up to the maximum of eight weeks following termination of the pregnancy. The employee shall have the option of continuing insurance after the eight weeks for a period of the extended leave.

6. Salary Schedule Placement:

The employee shall be entitled to all raises and increments if she teaches at least 90 days of the school year. The 90- day period need not be continuous.

## ARTICLE IX

### EXTENDED LEAVE OF ABSENCE

A. Public Office:

A leave of absence without pay not to exceed two (2) years may be granted to an employee, upon application, for purpose of serving a National or State Public Office at the discretion of the Board.

B. Family Illness:

A leave of absence without pay for up to one (1) year may be granted at the discretion of the Board for the purpose of caring for a member of the employee's immediate family who has a serious illness. Serious illness, and in need of constant care by the employee will be declared so by an M.D. or Osteopathic Physician and a written report stating such will be given to the Board. Immediate family includes mother, father, mother-in-law, father-in-law, brother, sister, wife, husband, son, or daughter.

C. Sabbatical Leave:

One year of sabbatical leave without pay may be granted to an employee at the discretion of the Board.

## ARTICLE X

### TEMPORARY LEAVES OF ABSENCE

#### A. Personal Leave:

Two (2) days of personal leave will be granted each year to all teaching personnel in the Tripoli Community School District. Notice of the personal leave will be given in writing one week before the date of absence, except in case of emergency, to the building Principal, and turned in to the Superintendent's office for his/her signature. Personal leave time will be counted in 1/4, 1/2, 3/4 and full-time days unless leave is taken after 3:15 p.m. One hour of personal leave will be granted after 3:15 p.m. Personal leave is not available the first five days or the last five days of the school year, unless approved by the Superintendent at his/her discretion. Days of personal leave may accumulate to a total of four and one-half (4.5) days. 1/190th of employee's salary will be deducted for additional days if extenuating circumstances do not exist. Additional days may be granted by the Superintendent for extenuating circumstances, without loss of pay. Any employee not using a sick leave day during the course of a semester will receive one-half day of personal leave. Family leave will not be counted against the employee's ability to earn one-half day of personal leave.

#### B. Jury Duty:

Any employee who is subpoenaed to appear for jury duty or any judicial proceeding during school hours, except matters involving Chapter 20 of the Code and/or collective bargaining, shall be granted such time. Any fees or remuneration the employee received during such leave excluding mileage shall be turned over to the Tripoli Community School District.

#### C. Association Leave:

Up to two (2) days shall be available for the delegate assembly representative of the Association to attend the delegate assembly at the state level. Building Principal shall be notified in writing one week in advance.

#### D. Immediate Family Leave:

Up to ten (10) days family leave will be granted when illness or injury to an immediate family member of the employee requires his/her attention. Immediate family includes children, spouse, or parents. Time will be counted in 1/4, 1/2, 3/4, or full-time days. **Leave will be deducted from employee's sick leave.**

#### E. Professional Leave:

One professional leave day may be granted with the approval of the school administration. The employee planning to use a professional leave day shall notify his/her Principal at least one (1) week in advance of his/her absence. Any additional professional leave days are to be mutually planned by the employee and the Principal, and must have the approval of the Superintendent. Professional days shall be used for the purpose of:

1. Visitation to view other instructional techniques or programs.
2. Conferences, workshops, or seminars conducted by colleges, universities, or other educational institutions or organizations.

Within a week following the conclusion of professional leave, the employee shall meet with appropriate staff, to pass on information concerning instructional techniques, programming, program structure, and other useful information which may help to enhance staff knowledge and classroom practices. For purposes of this section, "appropriate staff" may be those in a particular department (if the information is strictly mathematics related, for example) or the entire staff of a building or the district. A copy of the written report or notification of meeting place and time shall be given to the appropriate building principal(s) and to the Superintendent.

If employee uses his/her personal car for professional leave, mileage will be paid on the basis of 29 cents per mile. Actual expenses up to \$30.00 per day will be allowed for meals and \$85.00 per day will be allowed for lodging. Employee will be reimbursed for mileage, meals, and lodging upon receipt of written report. When the district requests an employee to use a professional day, all expenses regarding meals, lodging, registration, mileage, etc. will be paid by the district.

F. Bereavement Leave:

In case of death in employee's immediate family: mother, father, mother-in-law father-in-law, brother, or sister, each case will be reviewed with a maximum of five (5) days being granted. In case of death of husband, wife, son, or daughter, a maximum of ten (10) days shall be granted. One day will be granted to attend the funeral of a grandparent, grandchild, great-grandparent, aunt or uncle, with pay. Up to three (3) days per school year will be granted to attend funerals of other relatives or friends.

G. Adoption:

In case of adoption of a child, up to five (5) days will be granted with pay.

H. Family Medical Leave Act:

The Family Medical Leave Act is incorporated in the master contract by reference. Implementation of the FMLA will result in no loss of currently negotiated rights or benefits.

I. Covering Teachers:

If teaching staff volunteer, or are asked, to cover a period(s) for an absent teacher, the covering teacher shall be paid 1/8 of the cost of a substitute per period for covering the absent teacher's class(s).

## ARTICLE XI

### EMPLOYEE WORK YEAR

A. Contract Year:

The in-school work year for employees contracted for the 2005-06 and 2006-07 school years shall not exceed one hundred ninety (190) days for returning employees and shall not exceed one hundred ninety one (191) days for new employees.

NOTE: If the Iowa legislature mandates up to two additional days for professional development beginning with the 2005-06 school year, employees' contracts shall be amended/increased accordingly.

B. Days Pay:

The pay for one day shall be defined as 1/190th of the teacher's annual salary. If the Iowa legislature mandates up to two additional days for professional development beginning with the 2005-06 school year, the pay for one day shall be commensurate with state funding received and state mandates

C. Holidays:

The regular and extended contract of employees shall include five holidays. Such holidays shall include Labor Day, Thanksgiving Day, Christmas, New Year's Day, and President's Day. No employee shall be required to perform duties on any of the above holidays. If school is still in session past the Memorial Day holiday, this holiday will NOT be a paid holiday. The district will allow this day as an unpaid vacation day.

## ARTICLE XII

### EMPLOYEE HOURS

#### A. Length of the Day:

The arrival and departure times for all employees shall be as follows:

Elementary:	Arrive 8:00 a.m.	Depart 3:45 p.m.
Secondary:	Arrive 8:00 a.m.	Depart 3:45 p.m.

On days when school starts late due to inclement weather, employee arrival time shall be one-half (1/2) hour prior to the announced starting time.

The regular dismissal time for Fridays shall be 3:15 p.m. at the elementary and 3:25 p.m. at the Middle/High School. On days when school is dismissed early due to holidays, vacation, or bad weather, dismissal shall be five (5) minutes after student dismissal. School will be dismissed one (1) hour early before Thanksgiving, Christmas, and spring break holiday/vacation periods.

When employees are employed under a part-time contract, the administration shall make a reasonable attempt to schedule non-contract time at the beginning or end of the day or week.

Those employees considered part-time under this contract will be present for Parent-Teacher Conferences commensurate with their FTE. These reduced hours will be publicly posted prior to Parent-Teacher Conferences.

#### B. Faculty Meetings:

Employees may be required to attend morning or evening assignments or meetings each school year without additional compensation. Faculty meetings shall begin no later than 3:45 p.m. or begin before 7:30 a.m. Faculty meetings shall run for no more than 45 minutes. Meetings will not be called on Friday afternoons or any afternoon immediately preceding any holiday unless an emergency arises as determined by the school administration.

Notice of a faculty meeting or other assignment will be given to the employee two (2) days in advance, except in case of an emergency as determined by the school administration. Employees shall have the opportunity to suggest items for the agenda. Main topic, if any, for the meeting will be listed when notice of the faculty meeting or other assignment is given to the employee.

## ARTICLE XIII

### HEALTH PROVISIONS

All certified teaching employees of the Tripoli Community School system are required to take a physical examination at the time of initial employment and every third year thereafter. The Board of Education will pay up to \$50.00 for a physical examination to be given by a licensed physician of the teacher's choice. A report indicating the employee's physical fitness for public education employment shall be sent to the Superintendent within twenty (20) school days after initial employment commences, and every third year thereafter.

## ARTICLE XIV

### SAFETY PROVISIONS

Employees shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate supervisor and to the police.

## ARTICLE XV

### EVALUATION

#### A. Notification.

1. By no later than thirty (30) days after the beginning of the school year, the building principal or the principal's designee shall acquaint each employee assigned to the site with the school district's evaluation instrument. No formal observations shall take place until at least five (5) days after such notification.

2. New employees beginning after the start of the school year shall receive the notification not later than thirty (30) after the first day of the new assignment.

B. Formal Observations. Employees shall be notified at the beginning of each school year who is scheduled for a formal evaluation. However, the employee need not be notified in advance of the actual class or classes to be observed. First and second year employees and employees who are on or considered for probation as a result of administrative action will be formally observed at least two (2) times during the school year. Each observation shall be at least a major portion of one (1) class period or the equivalent thereof. Nothing in this section precludes the principal from including any information obtained from informal observations and other substantiated information.

C. Career Teacher Performance Reviews. All career teachers beyond the second year of employment in the District will participate with the principal in performance reviews at least each three years of employment and in annual reviews regarding individual career development

plan content and progress. Career teachers may receive performance reviews more often than once every three years if deemed necessary by the principal.

D. Written Evaluation Summaries.

1. Evaluation summaries assessing the quality and degree of performance of duties assigned shall be in writing. Two (2) copies of each formal evaluation shall be signed by the principal and employee and each shall be given one of the copies. Employees will receive a written summative evaluation within fifteen (15) school days of the formal observation.

2. If an employee does not agree with the contents of his or her formal evaluation summary, he or she may file a written response. The response shall be signed by the employee and the evaluator(s) to indicate knowledge of the contents and shall be filed with the personnel file copy of the evaluation summary.

E. Conferences. A conference will be held with the employee to review each formal evaluation summary.

ARTICLE XVI

VOLUNTARY TRANSFER

Filing Request:

Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following years shall be submitted no later than seven (7) calendar days after the notification has been posted.

ARTICLE XVII

REDUCTION OR REALIGNMENT

A. Coverage:

All employees under this Agreement.

B. Definition:

When one or more employees are to be laid off because of a decline in enrollment, reduction of program, change in curriculum, or budget limitation, the Board shall determine the area(s), level(s), or program(s) in which the reduction in staff will take place. The following sequential procedure shall determine the employee(s) to be laid off in the area(s), level(s), or program(s) thus determined.

1. Attrition: The Board shall attempt to accomplish such reduction by the normal turn-over due to retirement, resignation, transfer, etc., which have been made known to the Board prior to April 30.



2. Employees with emergency and/or temporary certification unless needed to maintain an existing program.
3. Unless needed to maintain an existing program, employees with the least seniority shall be terminated first. Part-time employees shall acquire seniority by taking their yearly fractions of full-time employment and totaling them. The total figure thus obtained will be used to place the part-time employee on the district seniority list. Seniority shall be based on the number of years of professional service by employees within the Tripoli Community School District in order to affect as few employees as possible, reduction of full contractual positions will first be attempted, then partial reduction of contractual positions may be considered.
4. The curricular and subject areas and levels shall include:
  - a. K – 5
  - b. 6 – 12
3. In those situations where seniority cannot be the sole criterion, educational preparation shall be applied, unless the employee is needed to maintain an existing program. Existing program shall include the extracurricular activities such as, but not limited to, coaching of athletics.
4. Evaluation of employee effectiveness shall be considered in those situations where determination cannot be made solely through application of the above steps.

C. Notification:

1. The administration shall provide written notice to affected employees and to the Association of such possible reductions of staff that may become effective the following year.
2. The above notice shall be given to potentially affected personnel by April 30<sup>th</sup> of each year.

D. Recall Provisions:

1. Any employee terminated pursuant to need for cutting of staff positions will automatically be considered for recall for a period of two (2) years if such desire is made known to the Superintendent.
2. After weighing of applicants for vacancies, and finding all things equal as to competency and potential effectiveness, persons shall be recalled in reverse order of their termination.
3. Any employee with recall rights under this Agreement shall maintain on file with the Superintendent his/her mailing address and all previous teaching assignments. Should a vacancy occur in the teacher's seniority category or area of previous satisfactory teaching experience, the Superintendent shall notify the reduced teacher by certified mail of the vacancy. If the vacancy is of equal or more time than that held at the time of the teacher's reduction, failure to respond affirmatively to consideration within twenty (20) days of the date of the Superintendent's notice shall result in the termination of the teacher's right to recall.

E. Benefits:

Any employee who is re-employed for a position after termination because of changing personnel needs shall be placed on the salary schedule at the step above the one in effect at the time of departure, plus experience in another school within guidelines of Board Policy.

ARTICLE XVIII

INSURANCE

A. FULL TIME EMPLOYEES

The Board agrees to provide all full-time employees who are covered by this Agreement the following insurance coverage's:

1. Health and Major Medical Insurance upon the employees.
  - a. Insurance of the individual employee will be paid in full.
  - b. Employees with a family policy will have a dollar amount equal to a single policy paid toward their family insurance coverage.
  - c. A maximum of one hundred seventy six dollars (\$176.00) per month will be paid to each FTE employee to be used toward the balance of the family policy or toward an annuity of choice, at the discretion of each employee. Those employees working less than 0.8 will be paid on the basis of the percentage of the time employed.
  - d. Employees who are eligible for insurance coverage, due to a spouse also being covered by this agreement, will receive a dollar amount equal to a single policy, as well as the one hundred seventy six dollars (\$176.00) per month stated above in Section c. These amounts may be applied toward the balance of the spouse's family policy, or toward an annuity of choice, at the discretion of each employee.
  - e. The Board will pay the initial set-up fee and the monthly maintenance fee for the Pre-tax Premium Account and the Medical and Dependent Care Reimbursement Account.
  - f. Employees who are new to the district will have the option to begin insurance coverage with the district on the first day of the month following the beginning of their contract. However, two premium payments will be paid out of their first paycheck.
2. Term life insurance upon the employee in the amount of \$10,000 with the double indemnity clause.
3. All employees shall be covered by a school-financed liability insurance policy covering the negligent performance of duties within the scope of their employment.
4. All employees shall be covered by workmen's compensation insurance paid for by the Board.

B. PART TIME EMPLOYEES

Insurance premium on part-time employees working less than 0.8 will be paid by the Board on the basis of the percentage of the time employed. All employees at 0.8 FTE or more will receive full insurance coverage as well as benefits.

## ARTICLE XIX

### COMPENSATION

#### A. Salary Provisions:

The salary of each employee covered by the regular salary schedule is set forth in the salary schedule subject to the following:

##### 1. Increments:

Advancements on the salary schedule shall be made only upon the recommendations of the Superintendent and the Building Principal, that the employee is rendering satisfactory service to the school system. Increments or portions thereof, will be withheld by action of the Board if and when the service of any employee falls below professional standards as set by the Board and Administration of the Tripoli Community School. Eligibility to receive each annual increment provided for in the salary schedule is dependent upon two (2) major factors: (1) Continued satisfactory service, and (2) Objectively established evidence of continued professional growth. Beginning with the 1997 -98 school year, provided the employee satisfies the requirements mentioned above, he/she will advance one step on the salary schedule for each year of employment and his/her salary for that increment will be at the percentage of his/her FTE.

##### 2. Horizontal Advancement:

- a. Any employee moving horizontally on the schedule will advance one (1) vertical step the first year and advance at the regular rate thereafter, regardless of years of prior experience.
- b. Whenever an employee has completed enough semester hours of study to entitle him/her to a higher classification on the salary schedule, there will be no change in status until new contracts are issued for the following year. However, if an employee has notified the Board in writing by March 15 that a change in classification will be possible before the start of the next school year, a reclassification on the salary schedule will be submitted as soon as possible, thereafter.
- c. An official transcript will be submitted before September 15 of the current year as proof of credit for vertical or horizontal advancement on the salary schedule. If such transcript is not available by September 15, the employee shall submit other written evidence from the college or university verifying that the appropriate hours have been completed. The transcript shall be submitted as soon as possible, thereafter.

#### B. Compensation for Incoming Experience:

New employees entering the Tripoli Community School District will receive full credit up to seven (7) years of experience in other school systems. Teaching experience must be in other school systems. Teaching experience must be within the last 12 years to be counted. A minimum of 120 days of actual teaching experience under contract, shall be required in order to count as a full year of experience.

#### C. Pay Day:

Employees will receive checks on the 25th of each month. When the 25th falls on Saturday, Sunday, or during a holiday vacation, checks will be available the last working day prior to the holiday. July and August checks will be available upon request after June 29th each year.

2. Salary Schedule: B.A. Base = \$23,900

3. Definition of Education Lanes:

4. B.S. & B.A. Lane:

Shall apply to all employees possessing a Baccalaureate Degree from an accredited college or university and holding a Professional Teaching Certificate.

5. B.S. & B.A. +8, +15, +23, + 30 Lanes:

Shall apply to all employees possessing appropriate semester credit hours beyond the Baccalaureate Degree from an accredited college or university and holding a Professional Teaching Certificate.

6. M.S./M.A. and B.S./B.A. + 45 Schedule:

Shall apply to all employees possessing appropriate semester credit hours beyond the Baccalaureate Degree from an accredited college or university, or a Master's Degree from an accredited college or university and holding a Professional or Permanent Teaching Certificate.

7. M.S./M.A. + 8 and B.S./B.A. + 55 Lane:

Shall apply to all employees possessing appropriate semester credit hours in their teaching field beyond the Baccalaureate Degree or Master's Degree and appropriate credit hours in their teaching field from an accredited college or university and holding a Professional or Permanent Teaching Certificate.

8. Advancement on Schedule:

To advance on schedule beyond a B.A. or B.S. degree, the following rules shall apply: Only graduate hours will be accepted; however, the Tripoli board of Education will accept undergraduate credits if the employee is working toward an endorsement that is deemed a required curricular area needed in order for the Tripoli Community School District to maintain its accreditation. The curricular area will be posted and open to all employees. Should the Board limit the number of employees working toward an endorsement, seniority shall apply.

9. Credit Barrier

All certified employees shall attend some accredited college for at least three (3) semester hours or some approved study within every three (3) years to maintain professional proficiency. Board may waive above qualifications under special conditions. If the training barriers are not met during a three (3) year period, there shall be no salary increment until the requirements are fulfilled.

ICN class study graduate credit from an accredited college or university will be allowed without administrative approval prior to taking the course. Only correspondence study credit from an accredited college or university and in the employee's teaching field will be allowed with administrative approval prior to taking the course.

10. Career Increments:

Career Increments will be added to the employee's salary as follows:

Level 1	\$600 added over 15 F.T.E. years experience at Tripoli Community School
Level 2	\$600 added over 20 F.T.E. years experience at Tripoli Community School
Level 3	\$600 added over 25 F.T.E. years experience at Tripoli Community School

Beginning with the 1997-98 school year, years of experience will be based upon years of employment. The employee's salary for that increment will be at the percentage of his/her FTE.

11. Extra-curricular Activities:

12. Extra Duty Pay:

All certified staff members will be paid \$7.00 per hour for athletic events, musical events or dramatics.

13. Coaching:

14. Coaching Salary Scale:

The percentages are of the B.A. base.

	F/W	S/S	ASSISTANT	MIDDLE SCHOOL
1 <sup>st</sup> yr.	12%	8%	7%	5%
2 <sup>nd</sup> yr.	13%	9%	8%	6%
3 <sup>rd</sup> yr.	14%	10%	9%	7%
4 <sup>th</sup> Yr.	15%	11%	10%	8%
5 <sup>th</sup> yr.	16%	12%	Limit	Limit
	Limit	Limit		

15. Sports Classification:

Major Sports F/W	Minor Sports S/S
Football	Cross Country
Wrestling	Girls' Track
Boys' Basketball	Boys' Track
Girls' Basketball	Softball
Volleyball	Baseball
	Golf

16. Coaching Experience Allowance Schedule:
17. When a coach accepts the assignment of a sport for the first time, he/she shall be placed on the coaching salary scale as follows:  
For a Head Coach Position:
18. Full credit for past head coaching experience in the sport. Limit: 5 years credit.
19. One year credit for each 2 years past assistant coaching experience in the sport. No fractional parts allowed. Limit: 3 years credit.
20. Coaches automatically advance up the scale to the top by satisfactory and continuous assignments.
21. Other Activities:

Annual	3%	Assistant Annual	1%
Cheerleader	4%	Bowling	1%
Speech	5%	Assistant Speech	3%
Prom	3%	Assistant Musical	3%
Plays	5%	Technical Director	1%
Vocal Music	9%		

Student Council Advisor 3%

Head Instrumental		Assistant Instrumental	
1 <sup>st</sup> yr.	10%	1 <sup>st</sup> yr.	3%
2 <sup>nd</sup> yr.	11%	2 <sup>nd</sup> yr.	4%
3 <sup>rd</sup> yr.	12%	3 <sup>rd</sup> yr.	5%
4 <sup>th</sup> yr.	13%		Limit
5 <sup>th</sup> yr.	14%		
	Limit		

Mock Trial will be part of the Talented and gifted Program rather than included in the Master contract

4. Summer Drivers Education:  
Reimbursement for summer driver's education will be a per student fee to be determined by the Board of Education.
  5. Athletic Director:  
Athletic Director to be same as F/W Head Coach. (See XIX E. 2. a.)
- F. Inclusion of Salary Schedule in Agreement:  
The negotiated salary schedule displaying the salaries for each educational lane and step is included in this agreement as Appendix Schedule C. The Supplemental Pay Schedule is included in this agreement as Appendix Schedule D.

## ARTICLE XX

### FINALITY AND EFFECT OF AGREEMENT

This Agreement supercedes and cancels all previous agreements and practices (to which this Agreement speaks) between the School District and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to, or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

A specific item of this Agreement may be reopened for negotiations during the life of this Agreement by voluntary, mutual consent of the Association and the Board. The decision of either party not to reopen negotiations shall not be grievable. Negotiations under this provision shall not be subject to impasse procedures.

### SIGNATURE CLAUSE

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on the 1st day of July, 2005.

Tripoli Education Association

By Linda Buchholz  
President Linda Buchholz

By Amy Cox  
Chief Negotiator Amy Cox

Tripoli Board of Education

By Randy Neuendorf  
President Randy Neuendorf

By Scott Danner  
Chief Negotiator Scott Danner

*Non Master Contract agreements:*

*Agree to change Insurance plans to include three new plans.*

*As a Gentlemen's Agreement, not part of the actual collective bargaining process, the Board of Education will give \$85 per month to people who opt down from Plan 1 or Plan 2 to Plan 3 of the*

health insurance. Only those people taking single insurance who opt down to Plan 3 would receive the \$85 per month.

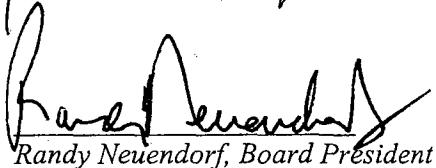
Those people who opt out of our insurance coverage will receive an opt out monthly increase of \$10 which would bring the total opt out monthly amount to \$120.

Eligibility for the \$120 stipend for supplemental insurance

1. Employee must sign a waiver.
2. Employee must provide proof of medical insurance coverage under a group plan provided by their spouse.
3. Employees of the Tripoli Community School District who wave off in order to apply the maximum single premium to their family coverage under the District's group insurance plan are not eligible.
4. Board reserves the right to limit participation in the opt out. Board will make determinations based on carrier's requirements and will limit participants based on seniority.

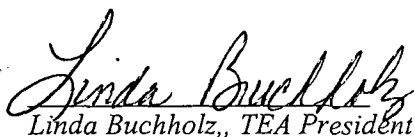
  
Robert A. Longmair, Superintendent

7-1-05  
Date

  
Randy Neuendorf, Board President

7-1-05  
Date

- This signature below indicates explanation and receipt of this policy.

  
Linda Buchholz, TEA President

7-1-05  
Date



**APPENDIX  
SCHEDULE A**

**GRIEVANCE REPORT**

Date Filed \_\_\_\_\_

Tripoli Community School District

\_\_\_\_\_ Building

\_\_\_\_\_  
Name of Aggrieved Person

Distribution of Form

1. Association

2. Employee

3. Appropriate Supervisor

4. Superintendent

---

**LEVEL 11**

A. Date Violation Occurred \_\_\_\_\_

B. Section(s) of Agreement Violated \_\_\_\_\_

C. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Relief Sought \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

E. Disposition by Principal or Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_  
Signature Date

LEVEL III

A. \_\_\_\_\_  
Signature of Aggrieved Person                      Date Received by Superintendent

B. Disposition by Superintendent or Designee \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Supt. or Designee      Date

\_\_\_\_\_

LEVEL IV

A. \_\_\_\_\_  
Signature of Aggrieved Person                      Signature of Association President

B. \_\_\_\_\_  
Date Submitted to Arbitration                      Date Received by Arbitrator

C. Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Arbitrator                      Date

## SCHEDULE B

### DUES DEDUCTION AUTHORIZATION FORM

For Employer Use Only.  
Do Not Fill Out.

Authorization for Payroll Deduction for  
Education Association Dues.

\_\_\_\_\_  
Employee No.

\_\_\_\_\_  
First Name      Initial      Last Name

\_\_\_\_\_  
Date Started      Amount

\_\_\_\_\_  
I hereby request and authorize the Board  
of Education of:

Tripoli Community School District

as my remitting agent, to deduct 1/10 of  
total dues from my earnings beginning  
in September for ten (10) consecutive  
pay periods, of which amount is to be  
remitted each month for me and on my  
behalf to the treasurer of:

Tripoli Education Association

It is understood that this authorization shall begin with the month of September for ten (10)  
consecutive pay periods unless revoked in writing by a thirty (30) day notice to my employer and  
to said organization.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

TRIPOLI COMMUNITY SCHOOLS  
Salary Schedule 2005-2006

Robert Longmuir  
Superintendent

2005/2006 BASE \$23,950

			2%	4%	6%	8%	10%	12%
							M.S./M.A.	M.S./M.A.+ 8
	Steps	B.S./B.A.	B.S./B.A.+8	B.S./B.A.+15	B.S./B.A.+23	B.S./B.A.+30	B.S./B.A.+45	B.S./B.A.+55
0%	1	\$23,950	\$24,429	\$24,908	\$25,387	\$25,866	\$26,345	\$26,824
4%	2	\$24,908	\$25,406	\$25,904	\$26,402	\$26,901	\$27,399	\$27,897
8%	3	\$25,866	\$26,383	\$26,901	\$27,418	\$27,935	\$28,453	\$28,970
TRAINING BARRIER - AN ADDITIONAL THREE HOURS NEEDED ON SCHEDULE								
12%	4	\$26,824	\$27,360	\$27,897	\$28,433	\$28,970	\$29,506	\$30,043
16%	5	\$27,782	\$28,338	\$28,893	\$29,449	\$30,005	\$30,560	\$31,116
20%	6	\$28,740	\$29,315	\$29,890	\$30,464	\$31,039	\$31,614	\$32,189
TRAINING BARRIER - AN ADDITIONAL THREE HOURS NEEDED ON SCHEDULE								
24%	7	\$29,698	\$30,292	\$30,886	\$31,480	\$32,074	\$32,668	\$33,262
28%	8	\$30,656	\$31,269	\$31,882	\$32,495	\$33,108	\$33,722	\$34,335
32%	9	\$31,614	\$32,246	\$32,879	\$33,511	\$34,143	\$34,775	\$35,408
TRAINING BARRIER - AN ADDITIONAL THREE HOURS NEEDED ON SCHEDULE								
36%	10	\$32,572	\$33,223	\$33,875	\$34,526	\$35,178	\$35,829	\$36,481
40%	11	\$33,530	\$34,201	\$34,871	\$35,542	\$36,212	\$36,883	\$37,554
44%	12	\$34,488	\$35,178	\$35,868	\$36,557	\$37,247	\$37,937	\$38,627
TRAINING BARRIER - AN ADDITIONAL THREE HOURS NEEDED ON SCHEDULE								
48%	13	\$35,446	\$36,155	\$36,864	\$37,573	\$38,282	\$38,991	\$39,700
52%	14			\$37,860	\$38,588	\$39,316	\$40,044	\$40,772
56%	15						\$41,098	\$41,845

## 2005-2007 FINAL SETTLEMENT SUMMATION

**2005-2007**

### Tripoli Master Contract Settlement

Salary Schedule: B.A. Base     \$23,950 for the 2005-06 school year

Salaries and insurance provisions will be negotiated for the 2006-07 contract year during the 2005-06 contract year.

Agree to amend the top health insurance plan from plan AH2 to AH3 which shall increase the deductible to \$500/\$1,000.

Amend Article XV – Evaluation as is printed in this negotiated contract.

Article XII – Employee Hours: agree to flexible hours on a one-year trial basis as per attached side letter of agreement.

Amy Cox  
Amy Cox, TEA Chief Spokesperson

7-1-05  
Date

Scott Danner  
Scott Danner, Board Chief Spokesperson

7-1-05  
Date